

Presentment Date: January 24, 2001  
Time: 12:00 Noon

Jonathan L. Flaxer (JF 7096)  
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Proposed Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11  
: Case Nos. 00-B-41065 (SMB)  
RANDALL'S ISLAND FAMILY GOLF : through 00-B-41196 (SMB)  
CENTERS, INC., et. al., :  
: (Jointly Administered)  
Debtors. :  
-----X

**AFFIDAVIT IN SUPPORT OF APPLICATION OF DEBTORS  
AND DEBTORS IN POSSESSION TO APPOINT, EMPLOY AND  
SUBSTITUTE GOLENBOCK, EISEMAN, ASSOR & BELL  
AS GENERAL BANKRUPTCY COUNSEL**

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

JONATHAN L. FLAXER, being duly sworn, deposes and says:

1. I am an attorney at law, duly admitted and in good standing to practice in the State of New York and in this Court. I am a partner of the firm of Golenbock, Eiseman, Assor & Bell ("GEA&B"), located at 437 Madison Avenue, New York, New York 10022, and am duly authorized to make this affidavit on GEA&B's behalf.

2. I am familiar with the matters set forth herein, and make this affidavit in support of the application of Randall's Island Family Golf Centers, Inc., et al. (the "Debtors") seeking authority to appoint, employ and substitute my firm as general bankruptcy counsel, effective as of January 5, 2001.

3. Except as disclosed herein, to the best of my current knowledge, information and belief, neither GEA&B nor any member or associate thereof, insofar as I can ascertain, has any relevant connection (connection being defined as a professional relationship) with the Debtors, their creditors, any other parties in interest or their respective attorneys or accountants or the United States Trustee or any person employed in the Office of the United States Trustee.

4. Except as disclosed herein, to the best of my current knowledge, information and belief, neither GEA&B nor any of its members or associates have represented persons who are creditors of, or whose interests are or may be deemed to be adverse to the interests of, the Debtors. Further, GEA&B is not a creditor of the Debtors. GEA&B may have had business relationships with the estates' creditors and other parties in interest, all of which are unrelated to the matters upon which GEA&B is to perform services. Also, GEA&B may have had matters with attorneys and accountants representing creditors and parties in interest, none of which is materially or adversely related to this assignment. We shall not undertake the representation of any other entity in connection with these cases so long as we are retained to represent the Debtors.

5. GEA&B has given legal advice to Utica National Insurance Group ("Utica") in connection with the cases. Pursuant to three insurance policies, each effective for one year commencing April 1, 2000, Utica provides auto and general liability insurance to the Debtors.

GEA&B, with the consent of Utica, has withdrawn as Utica's counsel in these cases. GEA&B has also fully disclosed its relationship to Utica to the Debtors. To the extent there arises any issue between Debtors and Utica, Debtors will retain special counsel to handle all such issues.

6. GEA&B represents an investment fund in connection with certain defaulted notes in amounts less than \$1 million issued by Singer do Brasil Industria e Comercio Ltda. and held by the fund. Bank of America, N.A. ("BofA") serves as representative and custodian for the fund, and GEA&B represents BofA as nominal holder of the notes, as custodian for the beneficial holders. This is a matter which is unrelated to the GEA&B's proposed representation of the Debtors. In addition, it appears that this matter is nearly completed. GEA&B has fully disclosed this relationship to the Debtors. To the extent there arises any issue between BofA and the Debtors, the Debtors will retain special counsel to handle such issues.

7. GEA&B is a "disinterested person," as that term is defined in section 101(14) of title 11, United States Code (the "Bankruptcy Code"), in that GEA&B, its members and associates:

- a. are not creditors, equity security holders or insiders of the Debtors;
- b. are not and were not investment bankers for any outstanding security of the Debtors;
- c. have not been, within three years before the date of the filing of the Debtors' chapter 11 petitions, (i) investment bankers for a security of the Debtors, or (ii) an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the Debtors; and
- d. are not and were not, within two years before the date of the filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph; and

e. do not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or an investment banker specified in subparagraph (b) or (c) of this paragraph, or for any other reason.

8. If in the future a matter arises or comes to the attention of GEA&B which raises or may raise an actual or potential conflict or concern relating to GEA&B's representation of the Debtors and which results from any matter involving GEA&B and the Debtors, or any other event or circumstance, GEA&B will file a supplemental affidavit and any other pleadings as may be appropriate.

9. We have advised the Debtors of our firm's willingness to serve as their counsel and to accept compensation for professional services rendered and expenses incurred. GEA&B intends to bill for its legal services in this case in accordance with its usual practice, applying its customary hourly rates for matters of this type, ranging from \$180 to \$380 for attorneys and \$80 to \$125 for paraprofessionals, and charging for all actual, out-of-pocket disbursements and expenses customarily billed to its clients and necessarily incurred. We have also advised the Debtors that our fees and expenses are subject to application to, and approval by, the Bankruptcy Court, upon notice and a hearing, and that our hourly rates are subject to periodic adjustments to reflect economic and other conditions. In addition, GEA&B has entered into a letter agreement, a copy of which is annexed to the GEA&B's retention application, with The Chase Manhattan Bank, as Agent, under which it has agreed that, under the circumstances described in the letter agreement, that GEAB's fees and expenses incurred as general bankruptcy counsel to the Debtors, are entitled to be compensated under 506(c) of the Bankruptcy Code.

10. Neither I nor any member or associate of my firm has rendered any services to the Debtors prior to the submission of this affidavit, except as disclosed herein.

11. As required by section 504 of the Bankruptcy Code, no agreement exists, nor will any agreement be made, to share any compensation received by GEA&B for its services on behalf of the Debtors with any person or entity. No promises have been received by GEA&B for its services or any member or associate thereof as to payment or compensation in connection with the Debtors' cases other than in accordance with applicable provisions of the Bankruptcy Code.

/s/ Jonathan L. Flaxer  
JONATHAN L. FLAXER

Sworn to before me this  
17th day of January, 2001

/s/ Gregory Wright  
Notary Public